

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 4/21/04

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INVENUM: 54404

Resolution(s): [1] 114-2004

[2] 115-2004

Ordinance(s):

Contract(s):

Continue Date(s):

Index: --Letter of District Attorney's Office dated April 6, 2004
--Standard Agreement
--Scope of Work
--Budget Detail and Payment Provisions
--General Terms and Conditions
--Special Terms and Conditions
--Verification Specifications
--Invoicing Instructions

Item: 17. ADOPTED RESOLUTION NO. 114-2004 authorizing the District Attorney to submit a Joint Powers Agreement in the amount of \$221,511 and adopted RESOLUTION NO. 115-2004 authorizing the District Attorney to submit an agreement for processing of funeral/burial and domestic violence relocation expenses in the amount of \$40,000 with the State Victim Compensation and Government Claims Board for fiscal year 2004/2005, as recommended by the District Attorney



County of Santa Cruz

OFFICE OF THE DISTRICT ATTORNEY

701 OCEAN STREET, ROOM 200, SANTA CRUZ, CA 95060
(831) 454-2400 FAX: (831) 454-2227

BOB LEE
DISTRICT ATTORNEY

April 6, 2004

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

APPROVED AND FILED
BOARD OF SUPERVISORS

DATE: April 27, 2004
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD

BY Sharon Mitchell DEPUTY

Agenda: April 27, 2004

APPROVE RESOLUTIONS AUTHORIZING THE **DISTRICT ATTORNEY** TO SUBMIT A JOINT POWERS AGREEMENT AND AN AGREEMENT FOR PROCESSING OF FUNERAL/BURIAL AND DOMESTIC VIOLENCE RELOCATION **EXPENSES** WITH THE VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD FOR FISCAL YEAR **2004-05**

Dear Members of the Board:

The District Attorney's Office participates in a multi-year joint powers agreement with the State Victim Compensation and Government Claims Board (VCGCB) to provide compensation to victims of violent crime. Our office has received the renewal application for FY **2004-05** for the Joint Powers agreement and a related agreement for processing victims' claims for funeral/burial and domestic violence relocation expenses, both of which require resolutions from your Board authorizing the District Attorney to submit standard agreements with attachments in the prescribed format. A brief discussion of the program follows.

On June 5, 2001, your Board approved a resolution authorizing the District Attorney to apply to the State Victim Compensation and Government Claims Board (VCGCB) for fiscal years **2001-2004** funding for the Victims of Crime Compensation program. The VCGCB has moved to an annual award process and is now completing its FY **2004-05** Joint Powers Agreement, which requires the execution of a new resolution from your Board and the completion of an annual standard agreement. For FY 2004-05, funds made available to Santa **Cruz** County under the Joint Powers Agreement are **\$221,511** which is identical to the current year award.

In addition the VCGCB makes available **\$40,000** annually for purpose of funding the Victim/Witness Center's Funeral/Burial and Domestic Violence Relocation Fund. Government Code Sections **13961.1, 13961.2** and **13962(d)** require that the Center pay verified claims for funeral, burial, and domestic violence relocation expenses for victims of violent crime. The renewal agreement for FY **2004-05** will provide funds specifically earmarked for these purposes when a provider of funeral and burial services is unwilling to wait for reimbursement through the normal

Victim/Witness Assistance Center's claims process, and to pay for emergency relocation awards for victims of domestic violence and sexual assault.

Fiscal Year **2004-05** is the eighteenth year that we have received VCGCB funds under a Joint Powers Agreement. The proposed award will allow for the continued financing of salaries, benefits and necessary operating costs for the Victim Compensation component of the Department's Victims Services unit. A total of **3.25 FTE** staff will be funded in **FY 2004-05**, a reduction of **.20 FTE** from the prior year, due to increased salary and benefit costs without a corresponding increase in available revenues. This staff is responsible for the processing of claims to victims of violent crime, seeking reimbursement for costs including medical expenses, funeral/burial, domestic violence and sexual assault relocation expenses, and crime scene cleanup. It is anticipated that the proposed reduction in staff will not negatively impact the unit's ability to process the current workload for this component.

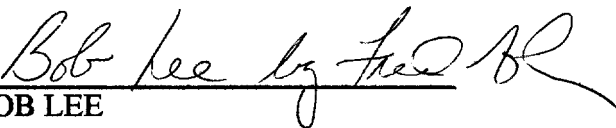
There is no match requirement and no county cost associated with this program, and the required recoupment of indirect costs is included in the proposed program budget. Funds ~~from~~ both of these agreements are included in the District Attorney's proposed budget for **FY 2004-05**.

A copy of each completed standard agreement **is** attached to this letter for your review.

IT IS THEREFORE RECOMMENDED that your Board:

- 1) Approve the attached resolution authorizing the District Attorney to submit a joint powers agreement to the Victim Compensation and Government Claims Board in the amount of **\$221,511** for **FY 2004-05**, for the provision of victim services including the verification and submission of claims for the un-reimbursed financial losses of victims of crime; and
- 2) Approve the attached resolution authorizing the District Attorney to submit an agreement to the Victim Compensation and Government Claims Board in the amount of \$40,000 for funding the Funeral/Burial and Domestic Violence Relocation Revolving Fund.

Sincerely,


BOB LEE
District Attorney

Recommended:


SUSAN A. MAURIELLO
County Administrative Officer

BL:FN

cc: Auditor-Controller
County Administrative Office

County Counsel
District Attorney

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0033

RESOLUTION NO. 114-2004
On the motion of Supervisor Pirie
duly seconded by Supervisor Campos
the following resolution is adopted

RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY TO RENEW THE JOINT
POWERS AGREEMENT ~~WITH~~ THE STATE VICTIM COMPENSATION AND
GOVERNMENT CLAIMS BOARD FOR FISCAL YEAR 2004-05

WHEREAS, the Santa Cruz County Board of Supervisors has designated the Santa Cruz County District Attorney's Victim/Witness Assistance Center as the provider of major and comprehensive victim and witness services in Santa Cruz County; and

WHEREAS, the Victim Compensation and Government Claims Board has selected the Santa Cruz County Victim/Witness Assistance Center to receive "joint powers" monies for the purpose of verification of victim claims; and

WHEREAS, the Victim Compensation and Government Claims Board has allocated \$221,511 for Fiscal Year 2004-05 for the Santa Cruz Victim/Witness Assistance Center for this specific task;

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES AND ORDERS that the District Attorney of the County of Santa Cruz is authorized, on its behalf, to submit the attached Joint Powers Agreement with the Victim Compensation and Government Claims Board to receive monies to operate a Victim Assistance Center, and is further authorized to sign for the purposes of making any extensions or amendments thereof.

BE IT FURTHER RESOLVED that State funds received hereunder shall not be used to supplant local funds that would, in the absence of the California Victim/Witness Assistance Program, be made available to support assistance to the victims of crime.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 27 day of April 2004, by the following vote:

VOTE: Beautz, Pirie, Campos, Stone and Wormhoudt
AYES:
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST: GAIL T. BORKOWSKI
Clerk of Said Board

APPROVED AS TO FORM:

Jim Heats
Assistant County Counsel

DISTRIBUTION: District Attorney
Auditor
County Counsel
County Administrative Office

MARDI WORMHOUDT

MARDI WORMHOUDT, Chair
Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ)
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on <u>4/27</u> 20 <u>04</u>	
SUSAN A. MAURIELLO, County Administrative Officer	
By <u>Sharon Mitchell</u>	

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 115-2004
On the motion of Supervisor Pirie
duly seconded by Supervisor Campos
the following resolution is adopted

RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY TO RENEW AGREEMENT WITH THE STATE VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD TO PROCESS VICTIMS' CLAIMS FOR FUNERAL/BURIAL AND DOMESTIC VIOLENCE RELOCATION EXPENSES FOR FISCAL **YEAR** 2004-05

WHEREAS, the Santa Cruz County Board of Supervisors has designated the Santa Cruz County District Attorney's Victim/Witness Assistance Center as the provider of major and comprehensive victim and witness services in Santa Cruz County; and

WHEREAS, the Victim Compensation and Government Claims Board has selected the Santa Cruz County Victim/Witness Assistance Center to receive monies for the purpose of processing victims' claims for funeral/burial and domestic violence relocation expenses pursuant to Government Code Sections 13961.1, 13961.2 and 13962(d); and

WHEREAS, the Victim Compensation and Government Claims Board has allocated \$40,000 for Fiscal Year 2004-05 to the Santa Cruz Victim/Witness Assistance Center for this specific task;

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES AND ORDERS that the District Attorney of the County of Santa Cruz is authorized, on its behalf, to submit an agreement to the Victim Compensation and Government Claims Board to receive monies to process victims' claims for funeral/burial and domestic violence relocation expenses, and is further authorized to sign for the purposes of making any extensions or amendments thereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 27th day of April 2004, by the following vote:

VOTE:

AYES: Beautz, Pirie, Campos, Stone and Wormhoudt
NOES: None
ABSENT: None
ABSTAIN: None

MARDI WORMHOUDT

MARDI WORMHOUDT, Chair
Board of Supervisors

ATTEST: GAIL T. BORKOWSKI
Clerk of Said Board

APPROVED AS TO FORM:

JM Heats
Assistant County Counsel

DISTRIBUTION: District Attorney
Auditor
County Counsel
County Administrative Office

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ) ss
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on <u>April 27</u> 2004.	
SUSAN A. MAURIELLO, County Administrative Officer	
By <u>Sharon Mitchell</u> Deputy	

AGREEMENT NUMBER

BOC-4060

REGISTRATION NUMBER

1 This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CONTRACTORS NAME

COUNTY OF SANTA CRUZ

2. The term of this JULY 1, 2004 through JUNE 30, 2005
Agreement is:

3. The maximum amount \$221,511
of this Agreement is: Two hundred twenty one thousand five hundred eleven dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit B-1 – Budget Page	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 304
Exhibit D – Special Terms and Conditions	6 page(s)
Attachment I – Verification Specifications	2 page(s)
Attachment II – Invoicing Instructions	3 page(s)
Attachment III – Approved Travel Reimbursement Rates	1 page(s)
Attachment IV – Training Request Form	1 page(s)
Attachment V – Equipment Purchase Authorization Form	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General
Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SANTA CRUZ

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

BOB LEE, District Attorney

ADDRESS

Santa Cruz County District Attorney's Office
PO Box 1159, Santa Cruz CA 95061-1159

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814

☐ Exempt per:

17

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER BOC-4060	0036
REGISTRATION NUMBER	

1 This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME

COUNTY OF SANTA CRUZ

2. The term of this JULY 1, 2004 through JUNE 30, 2005
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Exhibit D – Special Terms and Conditions	6 page(s)
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SANTA CRUZ

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

BOB LEE, District Attorney

ADDRESS Santa Cruz County District Attorney's Office
PO Box 1159, Santa Cruz, CA 95061-1159

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

17

EXHIBIT A**SCOPE OF WORK**

1. The Joint Power Verification Unit (Contractor) agrees to provide to the California Victim Compensation and Government Claims Board (Board) services as described herein:

The verification and adjudication of claims for the unreimbursed financial losses of victims of crime.

2. The services shall be performed at:

Santa Cruz County District Attorney's Office
Victim Witness Center
701 Ocean Street, Room 200
Santa Cruz, CA 95060

3. The services shall be provided during regular work hours (a minimum of 8 hour day), Monday through Friday, except holidays.
4. The project representatives during the term of this agreement will be:

State Agency: California Victim Compensation & Government Claims Board	Contractor: County of Santa Cruz, Office of the District Attorney
Name: JP Analyst, Joint Powers Unit	Name: Bob Lee, District Attorney
Phone: 916/327-0406	Phone: 831-454-2400
Fax: 916/324-6381	Fax: 831-454-2227

Direct all inquiries to:

State Agency: CVCGB	Contractor: County of Santa Cruz
Section/Unit: FBOS	Section/Unit: Victim Witness Assistance Ctr
Attention: Bettzan Mar	Attention: Sylvia Nieto
Address: 630 K Street, 1 st Floor, Sacramento, CA 95814	Address: 701 Ocean St Room 200 Santa Cruz CA 95060
Phone: 916/327-5188	Phone: 831-454-2623
Fax: 916/323-2695	Fax: 831-454-2627

5. For a detailed description of work to be performed and duties of all parties, please refer to Attachment 1.
6. REGULATIONS AND GUIDELINES:

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this agreement.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the Contractor for actual expenditures permitted by the terms of this agreement, and as reflected in the attached budget.
- B. The Contractor shall provide a detailed invoice monthly as set forth in Attachment 11. The invoice shall be submitted to the Board at the address below within forty-five (45) calendar days after the end of the month for which services are billed.

Financial & Business Operation Section
Attn: Accounting Manager
Victim Compensation & Government Claims Board
630 "K" Street, 1st Floor
Sacramento, CA 95814

- C. The Contractor shall submit a final year-end closeout invoice within sixty (60) calendar days after June 30, 2005. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by the Board.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this agreement with no liability to the Board, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.
- C. The Contractor shall be paid by the Board out of funds from the Restitution Fund. Any payments shall be contingent upon the availability of Restitution Funds. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims and shall not be used to supplant those currently provided by county funds, or grants administered by the Criminal Justice Programs Division (Office of Emergency Services), formerly, Office of Criminal Justice Planning.

EXHIBIT B

0039

BUDGET DETAIL AND PAYMENT PROVISIONS

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed \$221,511 as reflected in the attached budget.

JOINT POWERS AGREEMENT BUDGET WORKSHEET

EXHIBIT B-1

0040

200405 GRANT AWARD:
D00007

\$221,511

Name of County: Santa Cruz
Contract Number: BOC-4060

FISCAL YEAR

SALARIES AND WAGES

POSITION/CLASS	FTE	ESTIMATED RATE	TIME	ESTIMATED 200405
Salaries:				
Victim/Witness Asst. Program Mgr (Nieto)	0.25	30.66	2168	16,616
Victim Services Representative (new)	1.00	23.69	2088	49,459
Victim Services Representative (Burkett)	1.00	21.92	2088	45,773
Clerk II	1.00	17.97	2088	37,526
	3.25		Total Salaries:	149,374

ESTIMATED
ANNUAL COST

Benefits:			
Victim/Witness Asst. Program Mgr	0.25		
OASDI @ 7.65%		5,084	1,271
PERS @ 8.352%		5,344	1,336
Insurance Benefits		6,776	1,694
Workers Comp & UIB Assessment		2,673	668
subtotal:		19,877	4,969
Victim Services Representative (vacant)	1.00		
OASDI @ 7.65%		3,061	3,061
PERS @ 15.005%		6,004	6,004
Insurance Benefits		5,664	5,664
Workers Comp & UIB Assessment		2,673	2,673
subtotal:		17,402	17,402
Victim Services Representative (Burkett)	1.00		
OASDI @ 7.65%		3,502	3,502
PERS @ 15.005%		6,755	6,755
Insurance Benefits		6,310	6,310
Workers Comp & UIB Assessment		2,673	2,673
subtotal:		19,240	19,240
Clerk II (Jeffries)	1.00		
OASDI @ 7.65%		2,871	2,871
PERS @ 15.005%		5,518	5,518
Insurance Benefits		6,292	6,292
Workers Comp & UIB Assessment		2,673	2,673
subtotal:		17,354	17,354

Total Benefits: 58,965

3.25 Total Salary & Wages: 208,339

OPERATING EXPENSES

Office Supplies			500
Telephone			1,097
Postage/Duplicating			500
Indirect Costs Allowed:	5.00%	221,511	11,075
		Total Operating Expenses:	13,172

EQUIPMENT

None 0

Total Equipment: 0

Total Budget: 221,511

EXHIBIT C

0041

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D

0042

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES & WORKLOAD

Contractor shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation or of issuing the notice of termination.

The Contractor shall obtain written authorization prior to filling "frozen" positions, new positions, vacancies or prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval for filling the "frozen", new or vacant positions will be based upon the Board's review of the Contractor's workload and upon the availability of funds.

Contractor shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than three weeks. When the staff person is on leave, including vacation, sick, and annual leave, the Board shall compensate Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the Board's request, documentation verifying leave accrued under the agreement.

The Contractor shall ensure that staff performing under this contract are separated from other staff performing other county functions unless otherwise permitted in writing by the Board.

Send (or e-mail) requests to the Joint Powers Unit, California Victim Compensation & Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

The Board may, in its sole discretion, redirect workload (1) from the Board to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the Board.

2. PERFORMANCE ASSESSMENT

The Board shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for the Board's claims processing staff.

- A. The Board may provide reports of the Contractor's performance to the District Attorney, the Chief Probation Officer or the Executive Officer.
- B. The Board reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the Board. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims. The Board may subsequently agree to allow any such employee to work under this agreement.
- C. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that claimants and victims receive prompt responses to their inquiries and that all claimants and victims are treated with

EXHIBIT D

0043

SPECIAL TERMS AND CONDITIONS

sensitivity and respect. Should the Board communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the Board within a reasonable time as requested by the Board.

3. JOB-REQUIRED TRAINING

The Board may reimburse salaries, benefits and travel costs for the Contractor's staff to attend job-required training, meetings, hearings, conferences or workshops. All such costs are included within the maximum agreement amount as reflected in the attached budget.

The Contractor shall obtain prior written authorization from the Board to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment **N**) and forwarded to the JP Analyst for approval.

4. MOVING

- A. The Board shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- B. The Contractor shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned. Written notification should be e-mailed or addressed to the Joint Powers Analyst, California Victim Compensation & Government Claims Board, P. O. Box 3036, Sacramento, Ca 95812-3036.

Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

- C. Failure of Contractor to obtain prior authorization may result in the Contractor's inability to perform functions of the contract for a period of time. The Board will not reimburse the Contractor for lost production time.

5. UTILIZATION OF CLAIMS MANAGEMENT SYSTEM

The Contractor shall cooperate with the Board in all phases of the development and implementation of the Board's new automated claims processing system. The Contractor shall use the Board's claims management system to perform all work described in Exhibit A.1 (Scope of Work).

6. EQUIPMENT

- A. Written request and approval prior to purchase

The Contractor shall obtain prior written authorization from the Board in the acquisition of any/all equipment (capitalized assets), including "modular furniture", even though funding was previously requested and made part of the budget. The Board reserves the

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

option of not reimbursing the Contractor for equipment purchases that is not requested or approved in writing prior to purchase.

The Contractor shall submit the request for equipment purchases on the Equipment Purchase Authorization Form (Attachment V) to the attention of the Joint Powers Analyst, California Victim Compensation & Government Claims Board, P. O. Box 3036 Sacramento, CA 95812-3036.

B. Purchase of Information Technology Equipment

The Board will provide and/or reimburse, under this contract, costs for information technology equipment deemed necessary and approved by the Board (as defined in the State Administrative Manual Section 4819.2). If the Board purchases equipment for the Contractor, the Board will ensure that the equipment is operational, configured and delivered to the contractor. The Board will provide configuration support only on Board purchased equipment. Configuration support will include restoring altered Board equipment to its original configuration. If the Contractor purchases equipment, the Contractor is responsible for its own configuration, installation, and support of its purchases. Both Board and Contractor equipment purchases will require the purchase of a maintenance service agreement by the contractor. The Contractor is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs.

All equipment purchased under this contract, regardless of whether the Board or the Contractor purchased it, shall be the property of the Board.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

7. OPERATING EXPENSES

- A. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, telephone etc.,. Such expenses are generally identified as "direct costs". The Contractor shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.
- B. The Contractor shall submit, upon the Board's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records which substantiate the propriety of such charges.

EXHIBIT D

0045

SPECIAL TERMS AND CONDITIONS

- C. The Contractor shall obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to the Joint Powers Analyst.

8. INVENTORY

EDP equipment, capitalized assets and non-capitalized assets, shall remain the property of the Board and shall bear identification tags supplied by the Board. The Contractor shall prepare an inventory listing as of June 30, 2004, on forms provided by the Board, and submit the list to Financial and Business Operations Section, P. O. Box 48, Sacramento, CA 95812.

In the event of termination of this agreement, the Board shall take possession of its property. The Contractor shall hold those items identified in the inventory list in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

9. CONFIDENTIALITY OF RECORDS:

The Contractor shall maintain the confidentiality of all records in accordance with Article 1, Section 1, of the California State Constitution, the Information Practices Act of 1977 (Gov. Code, § 1798, et seq.), and the statutes, regulations, and policies specifically applicable to the Victim Compensation and Government Claims Board, including Government Code section 13954. Contractor's staff having access to personally identifiable information shall hold the information in strict confidence, and shall not disclose it except as required by law or allowed by Board policy.

The Board's Custodian of Records in Sacramento shall be notified when a claimant or other person requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Custodian of Records, the Executive Officer, or the Legal Office.

The Board's Legal office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et seq.) for information received or generated in the performance of this contract. The Legal office may be reached at (916) 327-1998. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Office.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in Board Policy Memo No. 00-02, Information Security Pamphlet for non-Board Personnel. (Distributed February 1, 2000.) The Contractor shall establish procedures to ensure confidentiality of personal information.

10. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the Board shall not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract;

EXHIBIT D

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SPECIAL TERMS AND CONDITIONS

- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person;
- c. Provide confidential information to anyone not authorized to receive the information.
- d. Confidential information obtained during the performance of contract duties shall be held in strict confidence;
- e. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board;
- f. Represent himself or herself as a Board employee;
- g. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage;
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal office.

11. RETENTION OF RECORDS

The Contractor shall retain claim files in its file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the Board. The Board will automatically notify the Contractor if or when "inactive" files need to be sent to the Board.

The Contractor shall not destroy any files or records without written authorization from the Board.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

12. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be served on the California Victim Compensation & Government Claims Board at 630 K Street, 5th Floor,

EXHIBIT D

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SPECIAL TERMS AND CONDITIONS

Sacramento, Ca 95814, Attn: Legal Office. The Contractor may also contact the Legal Office at 916/327-1998 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the Board with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

13. TERMINATION

The Board or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above-mentioned costs shall be submitted to the Board within thirty (30) calendar days of the date of termination.

VERIFICATION SPECIFICATIONS

0048

1. The Contractor shall verify and adjudicate applications and bills pursuant to the statutes, regulations and policies outlined in the Policy and Resource Manual. The Contractor shall use all forms and processes required by the Board.
2. The verification of all applications and bills shall be performed by persons who have completed all required verification training provided by the Board, and who have been certified as eligible to perform such duties. Non-certified staff can process mental health bills utilizing the pre-authorization process in the Board's computer system.

The different types of applications and bills are defined as follows:

INITIAL ELIGIBILITY DETERMINATION

An initial eligibility determination application is one that has been filed for the first time by an applicant (for an individual incident). Components of a fully verified initial eligibility determination application include: crime report, verification report, history page, verification forms. (Verification forms may be required from providers, employers, health insurance companies, automobile insurance companies, recovery sources such as civil suit, workers' compensation and others). The application should be "date stamped" the day it is received by the Contractor and that date must be entered into the claims processing system as the date received.

BILL(s)

Bills for expenses or losses incurred are submitted either together with the application or on their own in a subsequent action.

Components of a fully verified bill include the itemized bill, verification forms, appropriate documentation substantiating a loss and history page. The bill should be "date stamped" the day it is received by the Contractor and that date must be entered into the claims processing system as the date received.

Bills may include but are not limited to mental health expenses, medical expenses, dental expenses, income loss, support loss, and relocation expenses.

PREAUTHORIZATION

Every Contractor shall establish a preauthorization process for all claims meeting the established preauthorization criteria. A mental health bill processed utilizing the preauthorization process need not have verification forms or a history page.

EXPEDITES

The expedite process may be utilized when the expense or loss does not meet the criteria for an Emergency Award and substantial hardship has been verified. The Contractor shall follow the established procedure for an expedite.

3. The Contractor shall work collaboratively with the Board to ensure that the CRC Restitution Specialist will receive the crime and offender information in a timely manner so that restitution can be requested at the time of an offender's sentencing.

The Contractor shall provide the Board with original and complete claim documents upon request in compliance with the requirements of court ordered documents. The Contractor

VERIFICATION SPECIFICATIONS

0049

shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the court order, including the use of overnight express mail.

The Contractor shall cooperate with Board staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments. **All** information regarding liens and overpayments shall be forwarded to:

Chris Lackey, Manager
Liens and Overpayment Recovery Section (LORS)
P.O. Box 1348
Sacramento, CA 95812-1348
TELEPHONE: (916)445-3996
FAX: (916)327-3897

INVOICING INSTRUCTIONS

00.50

Personnel Services - Salaries and Wages

Personnel services include all services performed by county employees under this agreement. They may be salaried or hourly, full or part-time positions. Cost of sick leave, vacation, holidays, overtime and shift differentials will be included in salaries and wages. Further, reimbursement of leave time is subject to the conditions described in Exhibit D.I. All employees providing services under this contract are employees of the Contractor and not of the Board or other state agency.

A line item is required to identify each individual employee and position/classification even if several people are employed full or part-time in the same position/classification.

List each employee by name and title and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time x 12 months = \$30,000. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month x 12 months = \$3,000) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500/mo. x 12 months = \$15,000).

Place the total amount for this category in the space provided in the far right column.

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, also may be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Place the total amount for this category in the space provided at the far right column.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. All items submitted must include a description or explanation of the expense.

Costs in these subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total of all subcategories should be shown in the far right column.

INVOICING INSTRUCTIONS

0051

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. The number of square feet that will be rented for performing services specified in the agreement should be indicated as well as the rental amount.

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Any equipment for which the Contractor requests reimbursement from the Board must be submitted in writing and must be approved in writing by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase. Equipment purchased under this contract is the property of the State of California; for further information, please refer to Exhibit D.6.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

Travel

The Contractor may use either its own written travel and per diem policy or the State policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the State's travel policy. See Attachment C for the State travel reimbursement rates.

Travel costs are allowable expenses for transportation, lodging, meals and incidental items incurred by the Contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized. For further information, please refer to Exhibit D.2.

The state mileage rate is a maximum of \$0.34 per mile. Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle. The Contractor who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate.

Itemize travel expenses of program personnel and show the basis for computation (e.g., travel to Victim Compensation Board conference in Sacramento, 100 miles @ \$0.34 per mile = \$34) or by the month (e.g., Program Director travels 100 miles per month @ \$.34 per mile x 12 months = \$408).

INVOICING INSTRUCTIONS

Describe briefly the purpose of the trip and list all personnel who made the trip (e.g., Program Director travels to other verification sites).

Equipment (Capitalized Assets)

Nonexpendable personal property equipment or capitalized assets is personal property having a useful life of five years or more and an acquisition cost of \$500 or more per unit (including tax, installation and freight). Examples of such equipment are copiers and personal computers (including the monitors and **CPU**). Equipment purchased under this contract is the property of the State of California; for further information, please refer to Exhibit **D.6**.

NOTE: Inclusive in this definition is "modular furniture" which is to be considered a capitalized asset due to its assembly requirements of several components to form a unitary whole.

Equipment used solely for program activities may be charged if it is essential to the implementation of the agreement.

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. The Contractor will provide a description and breakdown of any expenses identified as miscellaneous.

APPROVED TRAVEL REIMBURSEMENT RATESMileage

The reimbursement rate to operate a privately-owned vehicle shall not exceed 34 cents per mile.

Meals

Breakfast \$6.00 - Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.

Lunch \$10.00 - Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

Dinner \$18.00 - Dinner may be claimed if the trip begins at or before 4:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours.

Incidentals \$ 6.00 - Incidentals may be claimed for trips of 24 hours or more.

Total \$40.00

Lodging

Statewide up to \$84.00 with receipt, except as follows:

Los Angeles and San Diego counties - up to \$110.00 + tax (with receipt)

Alameda, San Francisco, San Mateo

and Santa Clara - up to \$140.00 + tax (with receipt)

Other

Parking, taxi, airport shuttle, etc., which exceeds \$10.00 must be supported by receipt.

TRAINING REQUEST

Name of County	Contract Number	Fiscal Year

Employee Name (Last, First, MI)	Telephone

Classification	VWC#

Supervisor	Telephone

Course Title	Cost
1.	
2.	
3.	

Location of training course - check appropriate box

☐ On site ☐ * Off site

* Please provide a breakdown of travel costs

Organization Sponsoring Course	Course Date
1.	
2.	
3.	

Check appropriate box

☐ Job Required ☐ * Job Related ☐ Upward Mobility ☐ Career Related

*Provide explanation of relatedness:

SIGNATURES	DATE
Participant	
Supervisor	
Board approval	

Please fax the signed form to 916/324-6381 to the attention of the Joint Power Analyst.

State of California
Equipment Purchase Authorization Request
VCGCB-ADM-6070

Victim Compensation Government Claims Board
Financial & Business Operations Section

0055

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

The following information must be provided in order for authorization to be granted for the purchase of equipment through the Criminal Restitution Compact contract. As stated in the contract, ALL EQUIPMENT PURCHASES MUST BE JUSTIFIED BY THE REQUESTING COUNTY AND APPROVED BY THE VICTIM COMPENSATION PROGRAM PRIOR TO PURCHASE, or the purchase may not be authorized and paid from the contract. A separate form must be completed for each piece of equipment being requested.

Attach additional sheets or documents as needed.

County: _____

Fiscal Year of Contract: _____

Make of Equipment: _____

Model No: _____

Software: (i.e., ProCom, Access, Windows, Excel)

Cost for- Equipment: _____

Software: \$ _____

TOTAL COST (please include taxes and delivery charges): \$ _____

How was this equipment selected and description of item(s): (Selection, i.e., 3 bids for comparison; description of item, i.e., lateral file - width, height and number of drawers)

Why is this equipment needed: (i.e., VOX access for new staff, current computer old/slow, etc.)

COUNTY CONTACT

Name: _____

Phone No: _____

E-Mail Address: _____

For Victim Compensation Program Staff Use Only:

FBOS/ISS Comments:

☐ Approved as submitted ☐ Denied

☐ Approved with changes (noted above)

Signed: _____

Date: _____

Restitution Recovery Staff or Joint Powers Analyst Staff Comments:

☐ **Approved** --Upon Approval -Forward copy to FBOS: ATTN. Larry Iniguez

☐ Denied

Signed: _____

Date: _____

FBOS- Issuing of Asset Tag Stickers

☐ Asset Tags Sent

DATE: _____

☐ Schedule of Equipment

☐ Sent

Date: _____

☐ Received

Date: _____

Signed: _____

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGENCY NUMBER

BOC - 4117

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

0057

STATE AGENCY'S NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME

COUNTY OF SANTA CRUZ

2. The term of this Agreement is:
- JULY 1, 2004**
- through
- JUNE 30, 2005**

3. The maximum amount of this Agreement is:
- \$0.00**
-
- Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 3 page(s)

Exhibit B – Budget Detail and Payment Provisions. 1 page(s)

Exhibit C* – General Terms and Conditions GTC 304

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 page(s)



Exhibit - D* Special Terms and Conditions

Attachment I – Eligibility Review Guide 1 page(s)

Attachment II – Bill Review Guide 1 page(s)

Attachment III – Internal Revenue Code 6041 4 page(s)

Attachment IV – JP County Revolving Fund Disbursement Log 1 page(s)

Attachment V – Overpayment Determination Summary 1 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language***IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SANTA CRUZ

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

BOB LEE, District Attorney

ADDRESS

Santa Cruz County District Attorney's Office**PO Box 1159, Santa Cruz CA 95061-1159****STATE OF CALIFORNIA**

AGENCY NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814**California Department of General
Services Use Only**☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

0058

1. In accordance with Government Code 13952.5(c)(3) which states, "The Board may delegate authority to designated staff persons and designated agencies, including, but not limited to, district attorneys, probation departments, victim centers, and other victim service providers approved by the board and under contract with the board, who shall use guidelines established by the board, to grant and disburse emergency awards", the Joint Power Verification Unit (Contractor) agrees to provide for the California Victim Compensation and Government Claims Board (Board) the following Emergency Award (EA) services:
 - a. Payment of verified funeral/burial expenses;
 - b. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault; and
 - c. Payment of verified crime scene clean-up expenses.

Note: An expense is verified when prior to payment out of the Revolving Fund, the county claims verifier reviewed the application and expenses and any other information required to determine that payment is authorized by law and the Board's policies and procedures.

2. The funds provided by this contract are solely for the payment of the above expenses from a Revolving Fund account if the Contractor **complies with all** the requirements of this contract.
3. The Contractor will ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1983. (FISMA).
4. The services shall be performed at:

Santa Cruz County District Attorney's Office
Victim Witness Center
701 Ocean St., Room 200-C
Santa Cruz, Ca 96001

5. The services shall be provided during regular work hours, Monday through Friday, except holidays.

6. The project representatives during the term of this contract will be:

State Agency: California Victims Compensation & Government Claims Board	Contractor: Office of Santa Cruz District Attorney's Office
Name: JP Analyst, Joint Powers Unit	Name: Bob Lee, District Attorney
Phone: 916/327-0406	Phone: 831-454-2400
Fax: 916/324-6381	Fax: 831-454-2227

Direct all inquiries to:

State Agency: CVCGCB	Contractor: County of Santa Cruz
Section/Unit: FBOS	Section/Unit: Victim/Witness Assist. Center
Attention: Bettzan Mar	Attention: Sylvia Nieto
Address: 630 K Street, 1 st Floor, Sacramento, CA 95814	Address: 701 Ocean St Room 200 Santa Cruz CA 95060
Phone: 916/327-5188	Phone: 831-454-2623
Fax: 916/323-2695	Fax: 831-454-2612

EXHIBIT A

0059

SCOPE OF WORK

7. Detailed description of work to be performed and duties of all parties.

A. SERVICES:

1. The Contractor shall expend funds under this contract only when the Contractor verifies that immediate payment is authorized by law and Board policies and procedures. The Contractor shall document that the emergency award is necessary to avoid or mitigate substantial hardship to the applicant as defined in California Code of Regulations, Title 2, Section 649.11, and the provider requires immediate payment and is unwilling to wait for reimbursement through the normal claims payment process. The Contractor shall document the name and title of the person contacted, the name of the provider, and the telephone number. The Contractor shall document information necessary to show compliance with the legal requirements and Board policies and procedures. The Contractor shall document that the county claims verifier has verified and completed the Eligibility and Bill Review Guides (Attachment 1 and 11) for each claim. The Contractor shall maintain all verification documentation, including the Eligibility and Bill Review Guides in the claim file and it shall be available for review, by the Board, upon request.
2. The amount paid by the Contractor shall not exceed the amount verified and authorized by applicable laws and Board policies.
3. The Contractor shall establish and enforce procedures to ensure that payments are made under this contract only to persons authorized to receive the funds.
4. The Board shall report all reimbursements made to the Contractor for expenses under this contract to the Internal Revenue Service (IRS).
5. The Contractor shall maintain its name and accurate Tax Identification Number (TIN) in the Board's computer system and insure that it matches the information submitted to the IRS.
6. Once the TIN is entered into the Board's computer system, the Contractor's name and TIN shall be keyed as the provider's name and number into the Board's computer system.
7. The actual provider of the services (e.g., the cemetery or funeral home) shall be shown on the "moreable" window field next to the provider number (this will be the non-pay provider) on the Board's computer system. Information about the actual provider services is necessary for generating informational reports. If the TIN of the provider of services is not in the provider database, the Contractor shall follow the normal provider database procedures established by Board policies. Please note that the location of information may change with the implementation of the Board's new computer system.
8. The Board and the Contractor shall comply with all applicable state and federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041, Attachment 111), the Board shall issue to the Contractor a Form 1099-MISC at the end of the calendar year stating the amount that the Contractor received as payee from the Board that year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal

EXHIBIT A

SCOPE OF WORK

0060

law. In compliance with Internal Revenue Code 6041, the Contractor shall provide the required Form 1099-MISC to providers no later than January 31st of the following year. In accordance with Board procedures, the Contractor shall submit a Form W-9 in place of the Payee Data Record (Std. 204).

9. The Contractor shall be responsible for abiding by established procedures to account for monies expended and deposited into this account. The Contractor shall account for funds in the manner prescribed by current county mandates and practices. A summary of such practices may be forwarded, upon the Board's request, to the Board for review by the Board's Audits and Investigations Branch.

B. OVERPAYMENTS

Any payment from the Revolving Fund that does not qualify under applicable statutes and regulations is considered an overpayment. The Contractor shall complete the Overpayment Determination Form (Attachment V) and forwarded to the Liens and Overpayment Section (LORS) pursuant to the overpayment procedures in place.

C. REGULATIONS AND GUIDELINES:

All parties agree to abide by all applicable federal and state statutes and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

EXHIBIT B

0061

PAYMENT PROVISIONS

1. Payment

The Board advanced the Contractor a total of \$40,000 in fiscal year 2000/01, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1). The Contractor shall exercise good internal controls over the issuance of funds and requests for reimbursement of funds to replenish the account. The replenishment of the Revolving Fund is accomplished by the Contractor entering the expense into the Board's computer system as the provider using the Contractor's Tax Identification Number (TIN) (see Provider Notes 1, 11 and 21 for detailed instructions). The Contractor shall submit, monthly, a written accounting of the disbursements from the Contractor's revolving fund account on the JP County Revolving Fund disbursement Log (Attachment IV) to FBOS: Attn: Bettzan Mar with a copy to the designated Joint Power Analyst.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer a contract amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

0062

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dqs.ca.gov/contracts.

EXHIBIT D

0063

SPECIAL TERMS AND CONDITIONS

1. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

2. UTILIZATION OF THE NEW COMPUTER SYSTEM

The Contractor shall cooperate with the Board in all phases of development and implementation of the Board's new automated claims processing system. The Contractor shall use the Board's claims management system to perform all work described in Exhibit A.1 (Scope of Work).

3. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the contract amount if the Board's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the program year or when deemed otherwise necessary.

4. TERMINATION OF THE CONTRACT

The Board or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

5. RETURN OF REVOLVING FUNDS

The Board reserves the right to request, upon thirty (30) days' written notification, the return of all Revolving Fund monies to be deposited into the Board's Restitution Fund.

6. CONFIDENTIALITY OF RECORDS:

The Contractor shall maintain the confidentiality of all records in accordance with Article 1, Section 1, of the California State Constitution, the Information Practices Act of 1977 (Gov. Code, § 1798, et seq.), and the statutes, regulations, and policies specifically applicable to the Victim Compensation and Government Claims Board, including Government Code section 13954. Contractor's staff having access to personally identifiable information shall hold the information in strict confidence, and shall not disclose it except as required by law or allowed by Board policy.

EXHIBIT D

0064

SPECIAL TERMS AND CONDITIONS

The Board's Custodian of Records in Sacramento shall be notified when a claimant or other person requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Custodian of Records, the Executive Officer, or the Legal office.

The Board's Legal office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et seq.) for information received or generated in the performance of this contract. The Legal office may be reached at (916) 327-1998. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal office.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in Board Policy Memo No. 00-02, Information Security Pamphlet for non-Board Personnel. (Distributed February 1, 2000.) The Contractor shall establish procedures to ensure confidentiality of personal information.

7. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract;
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person;
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence;
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board;
- e. Represent himself or herself as a Board employee;
- f. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage;
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer

EXHIBIT D

0065

SPECIAL TERMS AND CONDITIONS

be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal office.

8. RETENTION OF RECORDS

The Contractor shall retain claim files in their respective file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the Board. The Board will automatically notify the Contractor if or when "inactive" files need to be sent to the Board.

The Contractor shall not destroy any files or records without written authorization from the Board.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

9. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be served on the California Victim Compensation & Government Claims Board at 630 K Street, 5th Floor, Sacramento, Ca 95814, Attn: Legal Office. The Contractor may also contact the Legal Office at 916/327-1998 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the Board with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

JP Analyst _____

JP Center _____

Case Number _____

Review Date _____

Hearing Date _____

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CUSTOMER SERVICE		
Hearing notice is clear, correct, and sensitive. (including Zero Award Letter)		
Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.		
All losses claimed are added to VOX. (including requested income and pending expenses)		

COMMENTS:

JP Analyst _____ JP Center _____ Claim Number _____

Review Date _____ DOS _____ Hearing Date _____

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BILL REVIEW GUIDE

VOX DATA	Yes	No	N/A
Quick review of VOX fields as listed on Eligibility Review Guide VOX Data. (benefit level, MH limits \$, Claimant/Applicant/ Filed-by etc.)			
PAYMENTS	Yes	No	N/A
CHECK EACH BILL SET FOR PAYMENT			
Medical, mental health, and funeral/burial expenses			
Billed amount matches billed amount on VOX.			
Dates of service are entered into VOX correctly. (Including the morable field if applicable)			
Applicant is legally liable for or has paid bill.			
Payee name on VOX is correct.			
Payee address on VOX is correct.			
Payee tax ID on VOX is correct.			
Non-Pay provider is linked on VOX.			
MH bills have been pre-auth'd if applicable.			
Income or support loss	Yes	No	N/A
Verified disability period matches VOX (Date of Service).			
Wage loss calculations match verified information in file.			
Support loss has been pre-auth'd and paid 6 months in advance.			
For all expenses	Yes	No	N/A
Loss is a qualifying loss under VCP statute and regulation, or bill is denied.			
Authorization is in file for vehicle purchase/modifications; home modification; payment for F/B in excess of \$5,000 and/or in-home care over 30 days? (Circle Applicable Expense)			
Payment does not duplicate a previous payment.			
Reimbursements/recoveries verified and added correctly to VOX (civil suit, auto insurance, work comp, SDI, SSDI, SSI, private disability, health insurance, medi-cal, medicare, restitution, other?)			
BRS, percent related, or other reduction applied correctly.			
Verified amount is correct.			
CUSTOMER SERVICE	Yes	No	N/A
Hearing notice is clear, correct, and sensitive.			
Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.			
All claimed losses are added to VOX.			

COMMENTS:

From the U.S. Code Online via GPO Access
[wais.access.gpo.gov]
[Laws in effect as of January 2, 2001]
[Document not affected by Public Laws enacted between
January 2, 2001 and January 28, 2002]
[CITE: 26USC6041]

ATTACHMENT III

0069

TITLE 26--INTERNAL REVENUE CODE

Subtitle F--Procedure and Administration

CHAPTER 61--INFORMATION AND RETURNS

Subchapter A--Returns and Records

PART 111--INFORMATION RETURNS

Subpart B--Information Concerning Transactions With Other Persons

Sec. 6041. Information at source

(a) Payments of \$600 or more

All persons engaged in a trade or business and making payment in the course of such trade or business to another person, of rent, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, or other fixed or determinable gains, profits, and income (other than payments to which section 6042(a)(1), 6044(a)(1), 6047(e), 6049(a), or 6050N(a) applies, and other than payments with respect to which a statement is required under the authority of section 6042(a)(2), 6044(a)(2), or 6045), or \$600 or more in any taxable year, or, in the case of such payments made by the United States, the officers or employees of the United States having information as to such payments and required to make returns in regard thereto by the regulations hereinafter provided for, shall render a true and accurate return to the Secretary, under such regulations and in such form and manner and to such extent as may be prescribed by the Secretary, setting forth the amount of such gains, profits, and income, and the name and address of the recipient of such payment.

(b) Collection of foreign items

In the case of collections of items (not payable in the United States) of interest upon the bonds of foreign countries and interest upon the bonds of and dividends from foreign corporations by any person undertaking as a matter of business or for profit 'the collection of foreign payments of such interest or dividends by means of coupons, checks, or bills of exchange, such person shall make a return according to the forms or regulations prescribed by the Secretary, setting forth the amount paid and the name and address of the recipient of each such payment.

(c) Recipient to furnish name and address

When necessary to make effective the provisions of this section, the name and address of the recipient of income shall be furnished upon demand of the person paying the income.

(d) Statements to be furnished to persons with respect to whom information is required

Every person required to make a return under subsection (a) shall furnish to each person with respect to whom such a return is required a written statement showing--

(1) the name, address, and phone number of the information contact of the person required to make such return, and

(2) the aggregate amount of payments to the person required to be shown on the return.

The written statement required under the preceding sentence shall be furnished to the person on or before January 31 of the year following the calendar year for which the return under subsection (a) was required to be made. To the extent provided in regulations prescribed by the Secretary, this subsection shall also apply to persons required to make returns under subsection (b).

(e) Section does not apply to certain tips

This section shall not apply to tips with respect to which section 6053(a) (relating to reporting of tips) applies.

(Aug. 16, 1954, ch. 736, 68A Stat. 145; Pub. L. 87-834, Sec. 19(f), Oct. 16, 1962, 76 Stat. 1058; Pub. L. 94-455, title XIX, Sec. 1906(b)(13)(A), Oct. 4, 1976, 90 Stat. 1834; Pub. L. 95-600, title V, Sec. 501(b), Nov. 6, 1978, 92 Stat. 2878; Pub. L. 97-34, title VII, Sec. 723(b)(1), Aug. 13, 1981, 95 Stat. 344; Pub. L. 97-248, title III, Sec. 309(b)(1), Sept. 3, 1982, 96 Stat. 595; Pub. L. 98-369, div. A, title VII, Sec. 722(h)(4)(B), July 18, 1984, 98 Stat. 976; Pub. L. 99-514, title XV, Secs. 1501(c)(1), 1523(b)(2), Oct. 22, 1986, 100 Stat. 2736, 2748; Pub. L. 104-168, title XII, Sec. 1201(a)(1), July 30, 1996, 110 Stat. 1469.)

Amendments

1996--Subsec. (d)(1). Pub. L. 104-168 substituted "name, address, and phone number of the information contact" for "name and address".

1986--Subsec. (a). Pub. L. 99-514, Sec. 1523(b)(2), substituted "6049(a), or 6050N(a)" for "or 6049(a)".

Subsec. (d). Pub. L. 99-514, Sec. 1501(c)(1), in amending subsec. (d) generally, substituted "information is required" for "information is furnished" in heading and, in text, substituted references to

persons required to make returns for former references to persons making returns.

1984--Subsec. (a). Pub. L. 98-369 inserted ``6047(e),''.

1982--Subsec. (a). Pub. L. 97-248 substituted ``6049(a)'' for ``6049(a)(1)'', and ``or 6045'' for ``6045, 6049(a)(2), or 6049(a)(3)''.

1981--Subsecs. (d), (e). Pub. L. 97-34 added subsec. (d) and redesignated former subsec. (d) as (e).

1978--Subsecs. (c), (d). Pub. L. 95-600 added subsec. (d) and redesignated subsec. (d) as (c).

1976--Subsecs. (a), (b). Pub. L. 94-455 struck out ``or his delegate'' after ``Secretary''.

1962--Subsec. (a). Pub. L. 87-834, Sec. 19(f)(1), substituted `` (other than payments to which section 6042(a)(1), 6044(a)(1), or 6049(a)(1) applies, and other than payments with respect to which a statement is required under the authority of section 6042(a)(2), 6044(a)(2), 6045, 6049(a)(2), or 6049(a)(3))'' for ``other than payments described in section 6042(1) or section 6045)''.

Subsec. (c). Pub. L. 87-834, Sec. 19(f)(2), repealed subsec. (c) which related to returns of payments of interest by corporations.

Effective Date of 1996 Amendment

Section 1201(b) of Pub. L. 104-168 provided that: ``The amendments made by subsection (a) [amending this section and sections 6041A, 6042, 6044, 6045, 6049, 6050B, 6050H to 6050K, and 6050N of this title] shall apply to statements required to be furnished after December 31, 1996 (determined without regard to any extension).''

Effective Date of 1986 Amendment

Amendment by section 1501(c)(1) of Pub. L. 99-514 applicable to returns the due date for which (determined without regard to extensions) is after Dec. 31, 1986, see section 1501(e) of Pub. L. 99-514, set out as an Effective Date note under section 6721 of this title.

Amendment by section 1523(b)(2) of Pub. L. 99-514 applicable to payments made after Dec. 31, 1986, see section 1523(d) of Pub. L. 99-514, set out as an Effective Date note under section 6050N of this title.

Effective Date of 1984 Amendment

Amendment by Pub. L. 98-369 applicable to payments or distributions after Dec. 31, 1984, unless the payor elects to have such amendment apply to payments or distributions before Jan. 1, 1985, see section 722(h)(5)(B) of Pub. L. 98-369, set out as a note under section 643 of this title.

Effective Date of 1982 Amendment

Amendment by Pub. L. 97-248 applicable to amounts paid (or treated as paid) after Dec. 31, 1982, see section 309(c) of Pub. L. 97-248, set out as a note under section 6049 of this title.

Effective Date of 1981 Amendment

Amendment by Pub. L. 97-34 applicable to returns and statements required to be furnished after Dec. 31, 1981, see section 723(c) of Pub. L. 97-34, set out as a note under section 6652 of this title.

Effective Date of 1978 Amendment

Amendment by Pub. L. 95-600 applicable to payments made after Dec. 31, 1978, see section 501(c) of Pub. L. 95-600, set out as a note under section 6001 of this title.

Effective Date of 1962 Amendment

Amendment by Pub. L. 87-834 applicable to payments of dividends and interest made on or after Jan. 1, 1963, and to payments of amounts described in section 6044(b) of this title made on or after Jan. 1, 1963, with respect to patronage occurring on or after the first day of the first taxable year of the cooperative beginning on or after Jan. 1, 1963, see section 19(h) of Pub. L. 87-834, set out as a note under section 6042 of this title.

Employer's Duties in Connection With Recording and Reporting of Tips

Pub. L. 94-455, title XXI, Sec. 2211, Oct. 4, 1976, 90 Stat. 1905, as amended by Pub. L. 99-514, Sec. 2, Oct. 22, 1986, 100 Stat. 2095, provided that:

"(a) Suspension of Rulings.--Until January 1, 1979, the law with respect to the duty of an employer under section 6041(a) of the Internal Revenue Code of 1986 [formerly I.R.C. 1954] to report charge account tips of employees to the Internal Revenue Service (other than charge account tips included in statements furnished to the employer under section 6053(a) of such Code) shall be administered--

"(1) without regard to Revenue Rulings 75-400 and 76-231, and

"(2) in accordance with the manner in which such law was administered before the issuance of such rulings.

"(b) Effective Date.--This section shall take effect on January 1, 1976."

Section Referred to in Other Sections

This section is referred to in sections 3406, 3509, 6045, 6051, 6724 of this title; title 25 section 2719.

JP Analyst _____ JP Center _____ Claim Number _____

Review Date _____ Hearing Date _____

ELIGIBILITY REVIEW GUIDE

ELIGIBILITY	Yes	No	N/A
Application filed w/in one year of incident or 19 th birthday? (or good cause shown)			
Is there documentation that substantiates a crime occurred? (crime report; EPO; RPO; medical records etc)			
Was there physical injury or threat of physical injury?			
Meets definition of eligible applicant.			
Any issue of involvement in events leading to the crime is resolved.			
Any issue of participation in a criminal act is resolved.			
Did the claimant cooperate <i>reasonably</i> w/law enforcement?			
Did the claimant cooperate w/the Board?			
For Derivative Victims Only: Is primary victim eligible? (w/exception of DV)			
Does the Derivative Victim qualify?			
VOX DATA			
Claimant name is correct.			
Claimant address is correct?			
"Is claimant filing claim?" field correct.			
"Benefit level" field is correct.			
"MH Limit" \$ in field is correct.			
Date of crime on VOX is correct.			
"Application filed by:" name is correct.			
"Application filed by:" address is correct.			
Applicant has legal authority to file for claimant or affidavit has been completed.			
Felon status verification in file.			
Application is properly signed.			
Victim Witness Center is identified on VOX and correct.			
Application received date in VOX matches date stamped. or signature date			
Per C CQ CN, C CQ VN, or C CQ CR, claim is not a duplicate (if there is a claim for the same claimant, check benefit level, and incident date and details before making duplicate determination: if different suspect and/or different crime, it is NOT a series of related events)			
REIMBURSEMENTS/RECOVERY			
If a civil suit has been filed, the name and address of civil suit atty is verified and worksheet sent to LORS?			
If incident was work-related, Workers' Comp verification has been pursued and worksheet sent to LORS?			
If vehicle incident, auto insurance has been verified and worksheet been sent to LORS?			
If restitution verified, appropriate letter has been sent or disposition log created (if CRC county)			

State of California
 Equipment Purchase Authorization Request
 VCGCB-ADM-6070

Victim Compensation & Government Claims Board
 Financial & Business Operations Section

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

The following information must be provided in order for authorization to be granted for the purchase of equipment through the Criminal Restitution Compact contract. As stated in the contract, ALL EQUIPMENT PURCHASES MUST BE JUSTIFIED BY THE REQUESTING COUNTY AND APPROVED BY THE VICTIM COMPENSATION PROGRAM PRIOR TO PURCHASE, or the purchase may not be authorized and paid from the contract. A separate form must be completed for each piece of equipment being requested.

Attach additional sheets or documents as needed.

County: _____

Fiscal Year of Contract: _____

Make of Equipment: _____

Model No: _____

Software: (i.e., ProCom, Access, Windows, Excel)

Cost for- Equipment: _____

Software: \$ _____

TOTAL COST (please include taxes and delivery charges): \$ _____

How was this equipment selected and description of item(s): (Selection, i.e., 3 bids for comparison; description of item, i.e., lateral file - width, height and number of drawers)

Why is this equipment needed: (i.e., VOX access for new staff, current computer old/slow, etc.)

COUNTY CONTACT

Name: _____

Phone No: _____

E-Mail Address: _____

JP Analyst _____ JP Center _____

Claim Number _____

ATTACHMENT I

Review Date _____

Hearing Date _____

0066

ELIGIBILITY REVIEW GUIDE

ELIGIBILITY	Yes	No	N/A
Application filed w/in one year of incident or 19 th birthday? (or good cause shown)			
Is there documentation that substantiates a crime occurred? (crime report; EPO; RPO; medical records etc)			
Was there physical injury or threat of physical injury?			
Meets definition of eligible applicant.			
Any issue of involvement in events leading to the crime is resolved.			
Any issue of participation in a criminal act is resolved.			
Did the claimant cooperate <i>reasonably</i> w/law enforcement?			
Did the claimant cooperate w/the Board?			
For Derivative Victims Only: Is primary victim eligible? (w/exception of DV)			
Does the Derivative Victim qualify?			
VOX DATA			
Claimant name is correct.			
Claimant address is correct?			
"Is claimant filing claim?" field correct.			
"Benefit level" field is correct.			
"MH Limit" \$ in field is correct.			
Date of crime on VOX is correct.			
"Application filed by:" name is correct.			
"Application filed by:" address is correct.			
Applicant has legal authority to file for claimant or affidavit has been completed.			
Felon status verification in file.			
Application is properly signed.			
Victim Witness Center is identified on VOX and correct.			
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Per C CQ CN, C CQ VN, or C CQ CR, claim is not a duplicate (if there is a claim for the same claimant, check benefit level, and incident date and details before making duplicate determination: if different suspect and/or different crime, it is NOT a series of related events)			
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If incident was work-related, Workers' Comp verification has been pursued and worksheet sent to LORS?			
If vehicle incident, auto insurance has been verified and worksheet been sent to LORS?			
If restitution verified, appropriate letter has been sent or disposition log created (if CRC county)			